

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re:

**APCO LIQUIDATING TRUST AND
APCO MISSING STOCKHOLDER
TRUST,**

Debtors.

CITY OF WICHITA KANSAS,

Plaintiff-Appellant,

v.

**JOHN G. MCMILLIAN,
LIQUIDATION TRUSTEE TO APCO
LIQUIDATING TRUST AND APCO
MISSING STOCKHOLDERS TRUST.,**

Defendant-Appellee.

Chapter 11

Case No. 05-12355 (BLS)

Jointly Administered

Civil Action No. 07-cv-00474 (GMS)

Re: Docket Nos. 7 and 8

**ORDER APPROVING SETTLEMENT AGREEMENT BY AND BETWEEN JOHN G.
MCMILLIAN, LIQUIDATION TRUSTEE TO APCO LIQUIDATING TRUST AND
APCO MISSING STOCKHOLDERS TRUST AND CITY OF WICHITA, KANSAS**

This matter having come before the Court on the *Settlement Agreement by and Between John G. McMillian, Liquidation Trustee to Apco Liquidating Trust and Apco Missing Stockholders Trust and City of Wichita, Kansas* [Docket No. 7] (the “Agreement”) entered into by and between John G. McMillian, Liquidation Trustee to Apco Liquidating Trust and Apco Missing Stockholders Trust (the “Liquidation Trustee”), and the City of Wichita, Kansas (“Wichita”); and the Liquidation Trustee having filed and served the *Notice of Settlement Agreement by and Between John G. McMillian, Liquidation Trustee to Apco Liquidating Trust and Apco Missing Stockholders Trust and City of Wichita, Kansas* on January 9, 2008 [Docket No. 8] (the “Notice of Settlement Agreement”); and the Liquidation Trustee having filed a *Certification of Counsel Concerning Settlement Agreement by and Between John G. McMillian,*

Liquidation Trustee to Apco Liquidating Trust and Apco Missing Stockholders Trust and City of Wichita, Kansas on February 6, 2008 [Docket No. 9] certifying that no responses or objections to the Agreement were timely received;

NOW, THEREFOR, IT IS HEREBY FOUND, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Notice of the Agreement was proper, sufficient and in compliance with section 9.2 of the *First Amended Liquidating Plan of Reorganization* [Bankr. Docket No. 113], filed with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) on December 16, 2005 and Section III.B.(a) of the Bankruptcy Court’s *Findings of Fact, Conclusion of Law and Order Confirming First Amended Liquidating Plan of Reorganization* [Bankr. Docket No. 160].

2. The Agreement is APPROVED in its entirety and is effective as an order of this Court.

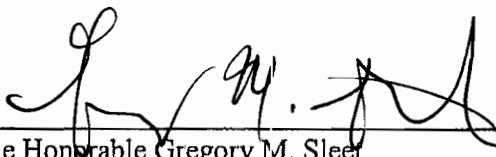
3. Each term and provision of the Agreement is valid, binding and enforceable as though set forth herein. The failure specifically to include or reference any particular term or provision of the Agreement in this order shall not diminish or impair the effectiveness of such term or provision, it being the intent of the Court that the Agreement be approved in its entirety.

4. Wichita is hereby granted an allowed non-priority general unsecured claim in the amount of \$450,000.00 in full and final settlement of the Wichita Claim¹ and any and all issues arising out of or related to the Appeal.

¹ Capitalized terms used, but not otherwise defined herein, shall be ascribed the same meaning given to them in the Agreement.

5. Wichita and the Liquidation Trustee are hereby authorized to take any and all actions reasonably necessary to effectuate the terms of the Agreement.

Dated: Feb 8, 2008
Wilmington, Delaware


The Honorable Gregory M. Sleet
United States District Judge

